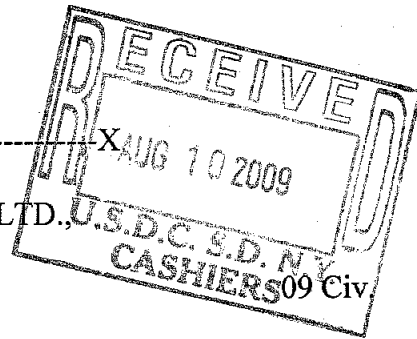


NICOLETTI HORNIG & SWEENEY  
Attorneys for Plaintiff  
Wall Street Plaza  
88 Pine Street, 7<sup>th</sup> Floor  
New York, New York 10005-1801  
(212) 220-3830  
NH&S File No.: 00000891 MJC

**Judge McMahon**  
**09 CIV 7043**

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



COMET SHIPPING AGENCIES NIGERIA LTD.,

Plaintiff,

- against -

**COMPLAINT**

GLOBAL CONTAINER LINES LIMITED,

Defendant.

-----X

Plaintiff, COMET SHIPPING AGENCIES NIGERIA LTD. (hereinafter "COMET"),  
by its attorneys Nicoletti Hornig & Sweeney, for its complaint against defendant GLOBAL  
CONTAINER LINES LIMITED (hereinafter "GLOBAL"), alleges on information and belief  
as follows:

**SUMMARY OF ACTION**

1. This action arises out of GLOBAL's default in payment of \$187,448.91 owed  
and payable to COMET under a Promissory Note executed by GLOBAL. COMET seeks  
payment of the unpaid balance, plus collection costs, attorney's fees and interest at the rate of  
1% per month as provided in the Promissory Note.

**SUBJECT MATTER JURISDICTION**

2. This Court has subject matter jurisdiction of this matter under 28 U.S.C. § 1332 based on the diversity of citizenship of the parties and the amount in controversy.

3. Plaintiff, COMET, is, and at all relevant times was, a corporation organized and existing under the laws of Nigeria. COMET's office and principal place of business is, and at all relevant times was, located at 4 Hinderer Road, Off Oduduwa Road, P.M.B. 1001, Apapa, Lagos - Nigeria.

4. Defendant, GLOBAL, is, and at all relevant times was, a corporation organized and existing under the laws of the State of Delaware. GLOBAL's office and principal place of business is, and at all relevant times was, located at 100 Quentin Roosevelt Boulevard, Garden City, New York 11530.

5. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs.

**IN PERSONAM JURISDICTION AND VENUE**

6. GLOBAL can be found within this District c/o its Registered Agent, United Corporate Services, Inc., 10 Bank Street, Suite 560, White Plains, New York 10606.

7. On the basis of the foregoing, GLOBAL is subject to the *in personam* jurisdiction of this Court and venue is proper pursuant to 28 U.S.C. § 1391(a) and (c).

**FACTS APPLICABLE TO ALL CAUSES OF ACTION**

8. In payment of a certain COMET invoice Number 192/08 to GLOBAL dated November 26, 2008 respecting certain charges incurred in connection with the call of the M/V ONEGO EXPLORER at Apapa Port in Nigeria on or about October, 2008, GLOBAL on or about June 24, 2009 executed and on or about June 26, 2009 delivered a Promissory Note to counsel for COMET promising and providing for payment to COMET of \$234,310.91, payable

in five (5) equal successive monthly installments of \$46,862.00, except the final installment which was to be for the final balance due on the Promissory Note, commencing on or before June 26, 2009 and on or before the 26<sup>th</sup> day of each and every month thereafter until paid in full.

9. The Promissory Note provided for payment to COMET to be made by check payable to "Nicoletti Hornig & Sweeney, as attorneys for Comet Shipping Agencies Nigeria Ltd." delivered on or before each due date to Nicoletti Hornig & Sweeney, Wall Street Plaza, 88 Pine Street, New York, New York 10005, Attention: Michael J. Carcich.

10. A true and correct copy of the Promissory Note is attached hereto as Exhibit "A".

11. On June 26, 2009 GLOBAL delivered a check in the amount of \$46,862.00 payable to "Nicoletti Hornig & Sweeney, as attorneys" representing the first installment payment due under the Promissory Note. (Ex. "A").

12. Thereafter, no further payments by GLOBAL were made. On July 29, 2009 GLOBAL was advised of its default by counsel for COMET and on August 3, 2009 GLOBAL, through its counsel, was further advised that pursuant to the provisions of the Promissory Note (Ex. "A") that COMET had elected to have the entire balance of the Promissory Note (Ex. "A") totaling \$187,448.91 become immediately due and payable and that if such amount plus interest (\$60.47 per day from July 26, 2009 to the date of payment) in accordance with the provisions of the Promissory Note (Ex. "A") was not received by August 7, 2009 that COMET would commence suit against GLOBAL for such amount plus interest and attorney's fees as provided in the Promissory Note.

13. The Promissory Note (Ex. "A") provides in part respecting collection charges, attorney's fees and interest as follows:

If any installment be not paid when due, the undersigned promises to pay collection charges of twenty-five cents (U.S. \$0.25) per dollar of each overdue installment, or the actual cost of collection, whichever is less....

The undersigned promises to pay all reasonable attorney's fees incurred by the holder hereof in enforcing any right or remedy hereunder. All sums remaining unpaid on the agreed or accelerated date of the maturity of the last installment shall thereafter bear interest at the rate of one percent (1%) per month.

**AS AND FOR A FIRST CAUSE OF ACTION**

14. Plaintiff, COMET, repeats and realleges as if set forth herein at length each and every allegation of paragraphs "1" through "13" supra.

15. All conditions precedent required of plaintiff, COMET, have been performed.

16. Defendant, GLOBAL, has failed and refused to pay to plaintiff, COMET, \$187,448.91 due and owing under the Promissory Note (Ex. "A") and has breached, defaulted, and failed to perform its obligations under the Promissory Note (Ex. "A").

17. As a result of GLOBAL's failure to pay amounts due and owing under the Promissory Note (Ex. "A") and GLOBAL's breach, default and failure to perform its obligations under the Promissory Note (Ex. "A"), plaintiff, COMET, has and will continue to incur costs of collection and attorney's fees in enforcing its rights under the Promissory Note (Ex. "A").

18. Based on the foregoing, COMET, has been damaged and is entitled to judgment against defendant, GLOBAL, in the amount of \$187,448.91 plus interest from July 26, 2009, the date of GLOBAL's default at the rate of 1% per month and the costs of collection and

attorney's fees incurred by COMET to enforce its rights and to collect amounts due COMET under the Promissory Note (Ex. "A").

WHEREFORE, plaintiff COMET requests:

- (a) That process in due form of law may issue against defendant, GLOBAL, citing it to appear and answer all and singular the matters aforesaid;
- (b) That judgment be entered in favor of plaintiff, COMET, and against defendant, GLOBAL, in the amount of \$187,448.91 plus interest from July 26, 2009 at the rate of 1% per month and the costs of collection and attorney's fees incurred by plaintiff, COMET, to enforce its rights and collect amounts due it under the Promissory Note (Ex. "A"), together with the costs and disbursements of this action; and
- (c) Such other, further and/or different relief as may be just and proper.

Dated: New York, New York  
August 10, 2009

Yours, etc.

NICOLETTI HORNIG & SWEENEY  
Attorneys for Plaintiff

By: 

Michael J. Carcich (MC-5207)  
Wall Street Plaza  
88 Pine Street, 7<sup>th</sup> Floor  
New York, New York 10005-1801  
(212) 220-3830  
NH&S File No.: 00000891 MJC

**EXHIBIT “A”**

**PROMISSORY NOTE – INSTALLMENT**

Made at Garden City, New York, June ~~24~~, 2009.

FOR VALUE RECEIVED and in payment of Comet Shipping Agencies Ltd.'s invoice Number 192/08 to it dated November 26, 2008 respecting certain charges incurred respecting the M/V ONEGO EXPLORER at Apapa Port on or about October, 2008, Global Container Lines Limited promises to pay to the order of Comet Shipping Agencies Nigeria Ltd. of Lagos, Nigeria, the sum of two hundred and thirty four thousand and three hundred and ten U.S. dollars and ninety one cents (U.S. \$234,310.91), payable in five (5) equal successive monthly installments of forty six thousand and eight hundred and sixty two U.S. dollars (U.S. \$46,862.00) in lawful money of the United States of America, except the final installment which shall be the balance due on this note, commencing on or before the 26<sup>th</sup> day of June, 2009 and on or before the 26<sup>th</sup> day of each and every month thereafter until paid.

Each installment and any other payments hereunder shall be made to Comet Shipping Agencies Nigeria Ltd. by check payable to "Nicoletti Hornig & Sweeney, as attorneys for Comet Shipping Agencies Nigeria Ltd." delivered on or before each due date to Nicoletti Hornig & Sweeney, Wall Street Plaza, 88 Pine Street, New York, New York 10005, Attention: Michael J. Carcich.

If any installment be not paid when due, the undersigned promises to pay collection charges of twenty-five cents (U.S. \$0.25) per dollar of each overdue installment, or the actual cost of collection, whichever is less and the entire amount owing and unpaid hereunder shall at the election of the holder hereof forthwith become due and payable, and notice of such election is hereby waived.

The undersigned promises to pay all reasonable attorney's fees incurred by the holder hereof in enforcing any right or remedy hereunder. All sums remaining unpaid on the agreed or accelerated date of the maturity of the last installment shall thereafter bear interest at the rate of one percent (1%) per month.

The undersigned authorizes the holder to accept additional co-makers, to release co-makers, to change or extend dates of payment and to grant indulgences as to co-makers all without notice or affecting the obligations of the undersigned, and hereby waives;

- a. Presentment, demand, protest, notice of dishonor and notice of nonpayment;
- b. The right to require the holder to proceed against any co-maker, or to pursue any other remedy in the holder's power;

And agrees that the holder may proceed against the undersigned, directly and independently and that the cessation of the liability of any co-maker for any reason other than full payment, or any extension, forbearance, change of rate of interest, acceptance,

release, substitution of security, or any impairment or suspension of the holder's remedies or rights against any co-maker, shall not in anywise affect the liability of the undersigned.

This Promissory Note shall be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

IN WITNESS WHEREOF, the undersigned has duly executed this Promissory Note at Garden City, New York as of June 24, 2009.

Maker:

GLOBAL CONTAINER LINES LIMITED

By: Hormoz Shayan  
HORMOZ SHAYEGAN  
(Print Name)  
SECRETARY  
(Title)

STATE OF NEW YORK     )  
                                  S.S.:  
COUNTY OF NASSAU     )

On this 24<sup>th</sup> day of June, 2009, personally appeared HORMOZ SHAYEGAN known to me to be the person whose name is subscribed to the foregoing instrument, and after first being duly sworn stated on his (her) oath that he (she) is acting on behalf of the stated Global Container Lines Limited, in the title and capacity stated and that he (she) is fully authorized to execute said instrument for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Patricia A. Gunderson  
Notary Public  
(seal)

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**PATRICIA A. GUNDERSON**  
**NOTARY PUBLIC, State of New York**  
**No. 01GU5011896**  
**Qualified in Queens County**  
**Commission Expires June 15, 2011**